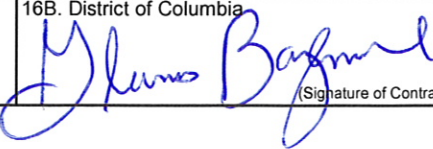


AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract Number	Page of Pages 1 1		
2. Amendment/Modification Number		3. Effective Date		4. Requisition/Purchase Request No.		5. Solicitation Caption	
Amendment Number 13		5/21/2012				Food Services Management Company Services	
6. Issued By: District of Columbia Public Schools Office of Contracts and Acquisitions 1200 1st St. N.E. 11th Floor Washington, DC 20002				7. Administered By (If other than line 6) District of Columbia Public Schools Office of the Chief Operating Officer 1200 First Street, NE, 11th Floor Washington, DC 20002			
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)				<input checked="" type="checkbox"/> 9A. Amendment of Solicitation No. GAGA-2012-R-0057			
				<input type="checkbox"/> 9B. Dated (See Item 11) 2/28/2012			
				<input type="checkbox"/> 10A. Modification of Contract/Order No.			
				<input type="checkbox"/> 10B. Dated (See Item 13)			
Code		Facility					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input checked="" type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>8</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting and Appropriation Data (If Required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14							
A. This change order is issued pursuant to: (Specify Authority)							
The changes set forth in Item 14 are made in the contract/order no. in item 10A.							
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.							
C. This supplemental agreement is entered into pursuant to authority of:							
D. Other (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.) The purpose of this amendment is to address changes and updates to the subject solicitation as follows:							
1. Responses to Questions that were asked following Negotiation Sessions and prior to request for Best and Final Offer ("Attachment A")							
2. All other terms and conditions remain the same.							
Except as provided herein, all terms and conditions of the document referenced in Item (9A or 10A) remain unchanged and in full force and effect							
15A. Name and Title of Signer (Type or print)				16A. Name of Contracting Officer			
				Glorious Bazemore			
15B. Name of Contractor		15C. Date Signed		16B. District of Columbia		16C. Date Signed	
(Signature of person authorized to sign)						5/21/12	
				(Signature of Contracting Officer)			

("Attachment A")

Amendment No. 13

Second Round of Negotiation Sessions

Final Questions and Answers submitted prior to request for Best and Final Offer

Second Round of Negotiation Sessions

New Questions and Answers submitted prior to request for Best and Final Offer

Solicitation No.: GAGA-2012-R-0057

Caption: Food Services Management Company Services

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Question No. 1: From attachment A, DCPS references the HSA sodium requirements which do not go into effect until August 2020. What are the requirements for the 2012-2013 school years?

Answer No. 1: The first sodium target set by the USDA under the Healthy, Hunger-Free Kids Act applies in school year 2014-15. DCPS expects proposers to make efforts to reduce sodium during school years 2012-13 and 2013-14 to facilitate program compliance in school year 2014-15.

Question No. 2: From the attachment from the meeting, under DCPS Menu Review, it states that the menus were not reviewed by OSSE? Can you please clarify?

Answer No. 2: The Office of the State Superintendent of Education (OSSE) reviewed all lunch menus for compliance and submitted a report of their findings which has been provided to proposers. Additionally, DCPS solicited an independent Resident Dietician to review all menus and develop a findings report, also provided to proposers.

Question No. 3: Does the calorie min/max have to be met for the daily average, weekly average or the entire cycle average?

Answer No. 3: Daily average based on each 5-day week must fall w/in range for each grade group. $(M+Tu+We+Th+F)/5 = \text{Daily average}$

Question No. 4: Each menu must include nutritional analysis including minimum and maximum daily

Answer No. 4: Average all the choices for each day. Use this average to create Daily Average based on 5-day week as above.

Question No. 5: We can definitely supply you with copies of the CURE Notices. After review of the CURE Notices and responses, there will be approximately hundreds of pages involved. I am asking if we could please provide these notices and responses with 1 copy in a hard copy format, and 8 copies in CD format.

Answer No. 5: Please provide all CURE notices in hard copy.

Question No. 6: Is the employer expected to pay 100% of medical benefits, or is there an employee contribution?

Answer No. 6: Please review the CBA in its entirety and consult your legal counsel.

Questions No. 7: Please confirm that there are service employees working at the 8 schools not listed in the Listing of Employees" attachment, and therefore the requirements do not apply to those schools.

Second Round of Negotiation Sessions

New Questions and Answers submitted prior to request for Best and Final Offer

Solicitation No.: GAGA-2012-R-0057

Caption: Food Services Management Company Services

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Answer No. 7: Yes, there are services employees working at the 8 schools not listed, however, the Displaced Workers Act is applicable.

Question No. 8: Please provide dollar quantification of each benefit, per employee, of the fringe benefits covered by the CBA.

Answer No. 8: Certain legal requirements are applicable to the services covered by this RFP including the Displaced Worker's Act (DC Code 32-101) and federal Service Contract Act 41 U.S.C 41-351 et seq. We suggest the vendor consult with its own legal counsel regarding the applicability of any legal to its operations.

Question No. 9: In regards to Winter and Spring break, is holiday pay expected to be 1 day or a full week (5 days)?

Answer No. 9: Certain legal requirements are applicable to the services covered by this RFP including the Displaced Worker's Act (DC Code 32-101) and federal Service Contract Act 41 U.S.C 41-351 et seq. We suggest the vendor consult with its own legal counsel regarding the applicability of any legal to its operations.

Question No. 10: How would you like us to provide the portion size info on our menu which we are to include in our BAFO?

Can you provide clarification on whether you are seeking food based components or portions so for example, if we serve a burrito do you want:

- a. This burrito contains a 10-inch whole grain tortilla (70 grams), 1 ounce diced chicken, 1 ounce shredded cheese or
- b. This burrito is equivalent to 2 grain/grain bread equivalents and 2 meat/meat alternates

Answer No. 10: Choice A.

Question No. 11: Is there any requirement to maintain the hourly schedule outlined in Attachment J.41? In other words, if a vendor determines that food service can be successfully managed using less hours, is there any agreement which prevents a vendor from altering and/or reducing employee schedules?

Answer No. 11: Certain legal requirements are applicable to the services covered by this RFP including the Displaced Worker's Act (DC Code 32-101) and federal Service Contract Act 41 U.S.C 41-351 et seq. We suggest the vendor consult with its own legal counsel regarding the applicability of any legal to its operations.

Second Round of Negotiation Sessions

New Questions and Answers submitted prior to request for Best and Final Offer

Solicitation No.: GAGA-2012-R-0057

Caption: Food Services Management Company Services

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Question No. 12: On Amendment No 10-Displaced Workers Act, it's noted that "the Contractor must, for the first year of its contract, pay its service employees at that school the wage rates and fringe benefits". Please list which Articles of the Collective Bargaining Agreement are considered "fringe benefits".

Answer No. 12: Via Amendment #10 DCPS provided complete CBA with the list of positions and wage rates as provided by the CBA Teamsters Local 639 (see Attachment J.40).

Question No. 13: Please provide a list of schools which are currently serviced by a workforce covered by a collective bargaining agreement.

Answer No. 13: The requested listing was provided in Amendment No. 10 as Attachment J.41.

Question No. 14: If the vendor provides services at a school that was previously served by a collective bargaining agreement, can the vendor move those employees to its own fringe benefits? If not, is DCPS requiring us to maintain two different classes of employees.

Answer No. 14: DCPS is not requiring vendors responding this RFP to maintain two different classes of employees. Each vendor should review the Collective Bargaining Agreement which is applicable to all of the schools sited in this RFP. We suggest the vendor consult with its own legal counsel regarding the applicability of any legal to its operations.

Question No. 15: Do we need to comply with any residual terms of the Collective Bargaining agreement? If so, please provide the specific article number(s).

Answer No. 15: DCPS provided all vendors the complete Collective Bargaining Agreement inclusive of the terms and conditions as received and stated in the Amendment#10 as Attachment J.42.

Question No. 16: Upon being awarded the contract, will Revolution Foods be provided historical performance documentation for the employees covered under the previous collective bargaining agreement?

Answer No. 16: Should you be awarded the contract, that is a question you can pose the Local Teamsters 639 and/or the most appropriate response will be provided at that time.